

GENERAL TERMS AND CONDITIONS OF SALE 'PANEL' Dated April 1, 2009

I. GENERAL POINTS

The following Terms define the conditions of sale and use of specific information provided by autobiz to its clients under the general denomination of "Panel".

The relations between the subscriber of the Panel here after "client" and autobiz are ruled by:

- The present terms and conditions of sale,
- The purchase order or contract detailing the services and payment conditions, signed by both parties.

Any modification of the present terms must be agreed upon in writing between parties.

II. SUPPLY OF "PANEL" SERVICE

2.1. DEFINITIONS OF THE SERVICE

The Panel is a monthly set of analysis of used car classified advertisements here after "Classifieds" on a number of representative Internet websites, including the client's own website(s). The analysis provided pertains to volumes and quality of Classifieds, measured by objective criteria defined jointly by autobiz and its clients. The purpose of the Panel is to benchmark the competitive market performance of websites against each other.

The panel is sold on a subscription basis. As a subscriber, the client receives monthly reports, containing two types of documents:

- A general presentation, which sums up market trends and key figures for each monitored website;
- Spreadsheet files with detailed figures on advertisers, ad volumes and ad quality.

All clients of a Panel are entitled to receive the same monthly analyses as the other subscribers to the same service.

If a client requires specific analysis, this may be provided by autobiz at an extra charge.

2.2. EVOLUTION OF THE SERVICE

The content of the Panel may evolve with time, according to market conditions, technical evolutions of the Internet and specific client demands. This is especially true in regards to the list of websites to be monitored monthly.

While most costs incurred in adapting the Panel content will be covered by the monthly subscription fees, some changes may require price increases of the monthly subscription fee. Any such price modification will require the prior written approval of the client.

2.3 OBLIGATION OF DUE CARE

The Client recognises that while autobiz will do its utmost to provide precise and objective information, the collection of data for the Panel on the Internet requires substantial technical efforts which may result in errors and imprecision in the information provided.

In the case of technical errors related to the collection, analysis, processing or publication of results of the Panel reported by clients, autobiz will do its utmost to promptly rectify the information provided and to notify its clients accordingly.

While working closely together with clients, autobiz has the exclusive right to decide which techniques will be used to collect and analyse data provided in the panels. This right includes the choice of analysts, subcontractors, technologies and schedules for the collection of classifieds data.

For the sake of impartiality and reliability of the information provided, the data required for the Panel will be collected according to the same methodology for all websites monitored by the Panel.

autobiz will not be held liable in the event of delays or malfunctions in the data collection processes resulting from events not under its control, such as but not limited to Client server malfunction, Internet breakdowns or local political unrests.

autobiz will not be held responsible for any error or problem incurring in the transmission of Panel information via the Internet

While the information provided by autobiz is given in good faith and designed to help the Client in his decision making process, the responsibility of his decisions lies solely with the Client. Under no circumstances can autobiz be held liable for any consequence resulting from decisions based upon information provided for in the Panel.

III. DURATION – RENEWAL

Purchase of the Panel is concluded on a renewable 12 months subscription basis.

The subscription is automatically renewed every 12 months, unless one of the parties terminates the agreement in writing, at least three months before the renewal date of the subscription.

IV. PRICING

The subscription fees will be adjusted automatically to reflect the increase in the price of technology services on the 1st of January of each year, in line with the Syntec index, as published on www.syntec.fr.

Any other price adjustments will require the written agreement of the Client.

V. INVOICING

Subscription fees to the autobiz Panel are invoiced quarterly in advance, unless otherwise agreed.

Invoices are payable at 30 days of invoicing by bank transfer, and without discount, unless otherwise agreed.

Any delay in payment will result in late payment penalties, as provided for by French law and at the rate mentioned in the purchase order. autobiz reserves the right to suspend the provision of services in case of late payment without any prejudice to its right to receive full payment for the remaining period of the subscription.

VI. TERMINATION – SUSPENSION OF THE CONTRAT

In case of breach of the present terms and conditions by the Client, autobiz may cancel the subscription with a 30 day written notice.

The suspension by the client or by autobiz of the subscription to the Panel before its term for any given cause will not involve restitution of any part of the client payments.

Upon termination of the subscription, the Client will confirm in writing to autobiz, that all material provided by autobiz during the subscription has been destroyed or returned to autobiz, and that the Client will not keep any copy of the provided material.

VII. USE OF INFORMATION & CONFIDENTIALITY

The use of the information provided by autobiz is strictly confidential and limited exclusively to an internal use by the Client and his employees, for the sole purpose of benchmarking its site with competitors.

The Client hereby specifically agrees not to share this information with any third party, nor to publish, to copy, to distribute or to resell parts or all of the information provided, by whichever means, whether free of charge or against payment, unless specifically authorised in writing by autobiz

This condition is an essential and substantial element of the contract between autobiz and the Client. Failure to respect this condition in full will entitle autobiz to suspend the access to its services or to cancel the present contract immediately, without prejudice to any claim for damages or reparation autobiz could hold against the client.

The collection methods, analysis, data and formats of the Panel are the sole property of autobiz and are protected by copyright laws.

Client hereby expressly allows autobiz to collect the data from its website for the purpose of this Panel, as well as for the purpose of market price calculations and stock level observations. autobiz has the right to match data collected on clients websites with data contained in other databases, including but not limited to autobiz dealer databases, car specification databases or car registration databases.

autobiz reserves the sole right to publish excerpts of this analysis, including market price lists, stock volumes in its newsletters, dealer market reports and research.

Client hereby agrees to keep the terms of this contract confidential.

Present terms and conditions are subject to change at anytime. Any such change will require Client approval.

VIII. APPLICABLE LAW - DOMICILIATION AND ATTRIBUTION OF JURISDICTION

The present contract is ruled by French law. Any dispute arising from the execution or interpretation of this contract will be referred to the Court of Nanterre, France.